

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Diem Tran,

Plaintiff,

COURT FILE NO. 10-CV-0622 JMR/AJB

v.

LVNV Funding LLC,

Defendant.

**ANSWER OF DEFENDANT LVNV FUNDING LLC
TO PLAINTIFF'S COMPLAINT**

Defendant LVNV Funding LLC ("LVNV"), as and for its Answer to the Complaint ("Complaint") of Diem Tran ("Plaintiff"), in the above-entitled matter, denies each and every allegation contained therein, unless otherwise admitted or qualified herein, and states and alleges as follows:

1. In response to Paragraph 1 of Plaintiff's Complaint, LVNV admits that Plaintiff is seeking damages from LVNV for alleged violations of law, but LVNV denies that Plaintiff is entitled to any damages as it has not violated any law.

2. LVNV has insufficient information to admit or deny the allegations set forth in Paragraph 2 of Plaintiff's Complaint and therefore denies the same and puts Plaintiff to her strictest burden of proof thereof.

3. LVNV denies the allegations set forth in Paragraph 3 of Plaintiff's Complaint.

4. In response to Paragraph 4 of Plaintiff's Complaint, LVNV admits that the statutes referenced therein confer jurisdiction upon this Honorable Court, but denies that it violated any law.

5. LVNV denies the allegations set forth in Paragraph 5 of Plaintiff's Complaint.

6. LVNV denies the allegations set forth in Paragraph 6 of Plaintiff's Complaint.

7. LVNV denies the allegations set forth in Paragraph 7 of Plaintiff's Complaint, upon information and belief.

8. LVNV denies the allegations set forth in Paragraph 8 of Plaintiff's Complaint, upon information and belief.

9. In response to Paragraph 9 to Plaintiff's Complaint, LVNV admits, upon information and belief, that Plaintiff disputed the debt but denies the remaining allegations set forth therein.

10. LVNV denies the allegations set forth in Paragraph 10 of Plaintiff's Complaint.

11. LVNV denies the allegations set forth in Paragraph 11 of Plaintiff's Complaint.

12. LVNV denies the allegations set forth in Paragraph 12 of Plaintiff's Complaint.

13. LVNV denies the allegations set forth in Paragraph 13 of Plaintiff's Complaint.

14. LVNV denies the allegations set forth in Paragraph 14 of Plaintiff's Complaint.

15. LVNV denies the allegations set forth in Paragraph 15 of Plaintiff's Complaint.

16. LVNV denies the allegations set forth in Paragraph 16 of Plaintiff's Complaint.

17. In response to Paragraph 17 of Plaintiff's Complaint, LVNV admits that Plaintiff demands a jury trial but denies that Plaintiff is entitled to such a trial as there has been no violation of law.

18. In response to Paragraph 18 of Plaintiff's Complaint, LVNV restates, realleges and reincorporates by reference Paragraphs 1 through 17 as though fully stated herein.

19. LVNV denies the allegations set forth in Paragraph 19 of Plaintiff's Complaint.

20. LVNV denies the allegations set forth in Paragraph 20 of Plaintiff's Complaint.

21. LVNV denies the allegations set forth in Paragraph 21 of Plaintiff's Complaint.

22. In response to Paragraph 22 of Plaintiff's Complaint, LVNV restates, realleges and reincorporates by reference Paragraphs 1 through 21 as though fully stated herein.

23. LVNV denies the allegations set forth in Paragraph 23 of Plaintiff's Complaint.

24. LVNV denies the allegations set forth in Paragraph 24 of Plaintiff's Complaint.

25. LVNV denies the allegations set forth in Paragraph 25 of Plaintiff's Complaint.

26. In response to Paragraph 26 of Plaintiff's Complaint, LVNV restates, realleges and reincorporates by reference Paragraphs 1 through 25 as though fully stated herein.

27. LVNV denies the allegations set forth in Paragraph 27 of Plaintiff's Complaint.

28. LVNV denies the allegations set forth in Paragraph 28 of Plaintiff's Complaint.

29. LVNV denies the allegations set forth in Paragraph 29 of Plaintiff's Complaint.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

Plaintiff fails to state a claim upon which relief may be granted.

SECOND DEFENSE

Any violation of the law or damage suffered by Plaintiff, which LVNV denies, was due to the affirmative actions and/or omissions of Plaintiff or others, and does not give rise to any liability of LVNV.

THIRD DEFENSE

Any violation of the FDCPA, if applicable, which LVNV denies, was not intentional and resulted, if at all, from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid such errors.

FOURTH DEFENSE

Any violation of the law or damage suffered by Plaintiff, which LVNV denies, was due to the affirmative actions and/or omissions of Plaintiff or others, and does not give rise to any claim of damages against LVNV.

FIFTH DEFENSE

Plaintiff has suffered no damages as a result of any acts or omissions of LVNV.

SIXTH DEFENSE

Some or all of Plaintiff's claims against LVNV may be barred by the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

SEVENTH DEFENSE

LVNV asserts the affirmative defense of contributory or comparative negligence.

EIGHTH DEFENSE

LVNV asserts the defense of truth.

EIGHTH DEFENSE

LVNV further asserts, pleads and incorporates by reference, the affirmative defenses set forth in FRCP 8(c) and 12(b).

WHEREFORE, LVNV prays for an order and judgment of this Court in its favor against Plaintiff as follows:

1. Dismissing all causes of action against LVNV with prejudice and on the merits; and,
2. Awarding LVNV such other and further relief as the Court deems just and equitable.

Dated: April 9, 2010.

MOSS & BARNETT
A Professional Association

s/ James R. Bedell
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